empa User Guide

version 1.1

Scape Group

empa innovation & improvement

Cover - Kingsway Community Primary School, Leamington Spa - Ashe Construction Ltd

Delivering any construction project on a live school site requires careful planning, good communication and a collaborative approach from all parties...

...Despite the multi-phased nature of this project, difficult site access, contaminated ground and the wettest summer in 100 years, Justin and Andy have displayed these qualities to ensure that the project was successfully completed on time and on budget. I am personally very pleased and proud of the completed works on site and this would not have been achieved without the right attitude and approach from Ashe Construction.

Gavin Mitchell, Project Manager - Long Lawford Primary School (Warwickshire County Council) - Ashe Construction Ltd

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Personal Introduction from Scape

Welcome to the new empa Client Guide which will help you understand how to use the project frameworks to your best advantage.

Having undertaken a review of the previous frameworks with clients and contractors, we have been able to develop a framework system that meets clients needs not only for value, but also all the other added value issues so important for today's public sector.

The new empa frameworks provide an effective, compliant solution delivering a process that offers clients choice, but is also quick and efficient to use.

Our investment in education and training for clients and all members of the delivery team will, we are sure, provide dividends from which we can all benefit over the next 4 years.

This best practice user guide is the same for both client and contracting partner, helping our clients understand the empa process and how to best use the available opportunities the frameworks provide.

The step by step guide and sample documents are easy to follow, easy to use and will make what can be a daunting complex process as easy as possible.

Your feedback is always welcome if it helps Scape to improve the service.

Regards

Alan Coole
Head of Service,
East Midlands Property Alliance

1.0 Introduction to Your Framework Partners

1.1 Your Partnering Contractors

Figure 1 shows the matrix of contractors split by region and project band values.

For example;
If your scheme is in Nottingham; then the contractors available through the empa framework would be Ashe Construction, GF Tomlinson, Woodhead and Wates depending on the value of the project.
If you need any assistance with identifying your contractors please contact a member of the Scape team or one of the contractors.

Figure 1 – Rainbow Matrix

empa innovation & improvement

Framework	Value Band	SR1 Derbyshire, Derby City, High Peak, Staffordshire	SR2 Nottinghamshire, Nottingham City	SR3 North Lincolnshire, North East Lincolnshire	SR4 South Lincolnshire	SR5 Leicestershire, Leicester City	SR6 Northamptonshire, Rutland, Peterborough	SR7 Warwickshire, Coventry, Solihull
Minor Works Lower	£50k – £350k	TOMLINSON	WOODHEAD	WOODHEAD	LIDL	Interserve	Jeakins Weir	ASHE
Minor Works Upper	£350k – £2m	ASHE	ASHE	WOODHEAD	WOODHEAD	TOMLINSON	CLEGG CONSTRUCTION	ASHE
Intermediate Lower	£50k – £2m	Intermediate North Lower TOMLINSON				Intermediate South Lower Jeakins Weir		
Intermediate Upper	£2m – £7.5m	Intermediate North Upper wates construction				Intermediate South Upper MORGAN SINDALL		
Provincial	£500k – £7.5m	Provincial Framework for region wates construction						

empa is owned by Local Authorities

empa has a unique governance, being strategically led by its main users – Local Authorities. empa has one simple aim: to produce the best efficiency savings possible. New empa has the same governance and, in improving our frameworks, has taken an innovative approach to the constitution and delivery of new empa frameworks.

www.em-pa.org.uk

1.2 Your Key Contacts

All of the contractors have nominated contacts for you to approach and make contact with. You can discuss your project and they can engage with you through the entire process from project inception to beyond completion if you so wish. **Figure 2** shows the contact details for all the empa contractors.

Figure 2 - Key Contacts

PROVINCIAL:

Alistair McCallum
Key Account Manager
T: 01509 678963
M: 07785 320105
alistair.mccallum@wates.co.uk

INTERMEDIATE:

Alistair McCallum
Key Account Manager
T: 01509 678963
M: 07785 320105
alistair.mccallum@wates.co.uk

Rob Sharman
Framework Manager
T: 01332 342202
M: 07794 744342
r.sharman@gftomlinson.co.uk

Alistair Weir
Framework Director
T: 01536 454400
M: 07971 603002
alistair@jeakinsweir.co.uk

Richard Frape
Framework Manager
T: 0121 3291500
M: 07813 056268
richard.frape@morgansindall.com

MINOR WORKS:

Rob Sharman
Framework Manager
T: 01332 342202
M: 07794 744342
r.sharman@gftomlinson.co.uk

James Eley-Gaunt
Framework Manager
T: 0116 269 1700
M: 07770 990980
james.eley-gaunt@interserveps.com

Craig Pygall
Construction Director
T: 01623 873617
M: 07866 848369
cpygall@robert-woodhead.co.uk

Sheridan Mcknight
Partnerships Director
T: 01455 886123
M: 07795 643857
sheridan.mcknight@asheconstruction.co.uk

Shaun Porter
Commercial Manager
T: 01522 852328
M: 07825 026731
shaun_porter@lindumgroup.co.uk

Ross Crowcroft
Framework Manager
T: 0115 8413121
M: 07515 993230
ross.crowcroft@clegggroup.co.uk

Alistair Weir
Framework Director
T: 01536 454400
M: 07971 603002
alistair@jeakinsweir.co.uk

Scape is a Local Authority controlled company and managing agent for empa

Alan Coole
Head of Service, empa
T: 0115 958 3200
M: 07824 621491
alanc@scapebuild.co.uk

www.em-pa.org.uk

2.0 Introduction to your Framework

This User Guide has been created to help you understand how to use the empa frameworks managed by Scape and deliver your project successfully.

It explains:

- The history of empa and how it is administered
- How public bodies can access the services
- The processes and timescales involved in each stage of the project
- What elements of the performance are measured

The aim of the empa framework is to encourage all parties to work together in a spirit of mutual trust and co-operation to deliver all projects in accordance with the Client's requirements, the Framework Agreement and Delivery Agreement.

The frameworks are based upon collaboration between Scape, the Client and Partners to deliver an excellent service in an open and transparent manner, looking to assist the client in delivering their outcomes.

2.1 Scape

Scape is a Local Authority controlled company owned by Derby City Council, Derbyshire County Council, Nottingham City Council, Nottinghamshire County Council, Gateshead Council and Warwickshire Council.

Scape is a Central Purchasing Body and a Contracting Authority which allows them to procure frameworks for use by any public body. Scape operates National and Regional construction related frameworks for contracting, consultants plus Repairs & Maintenance, see the following chart in **figure 3** which shows the Scape structure.

Figure 3 – Scape Structure

Scape's framework for empa is a 'managed framework' available to public bodies in the East Midlands Region (See Section 2.4) where a selection of contractors are available to contract with. **Section 1.1** refers to available contractors in your region.

Scape's role is to administer the framework for which they receive a pre-agreed fee, covered within the Partnering Contractor's project cost build up. The fee is calculated on the value of the project. Scape is not funded or supported financially by any external body, but has to earn its income by sales of its services.

Scape has procured a series of interconnecting single supplier framework arrangements (Rainbow) which are described in more detail under **Section 1.1**.Most procurement documentation reporting is open and available to clients who wish to verify the processes and procedures undertaken by Scape in delivering a compliant framework.

Scape, or one of the contractors on the empa framework will be more than happy to offer support in guiding you to get in touch with consultant services ie CDMC (Health and Safety), Quantity Surveying, Project Management etc. that are available through the consultancy frameworks that Scape also offer if you do not have existing arrangements.

2.2 History of empa and How It Is Administered

The East Midlands Property Alliance (empa) was created in 2008. It is a collaboration of Local Authorities created for the purpose of delivering benefits and improved efficiency to construction related issues for the wider public sector. In 2013 the framework was re-tendered - forming a new empa (building on the achievements of the first framework but now with an emphasis on innovation and improvement). There are currently in excess of 80 Authorities in the East Midlands and other public bodies signed up to empa services. Scape is a local authority owned company who administer the framework on behalf of empa.

empa delivers construction work for any public body. Works to or for any public building can be procured including schools, civic offices, civic spaces, leisure centres, police and fire stations, health facilities, higher and further education facilities and homes. **If you need clarification whether your project can be delivered through empa, please contact Scape.**

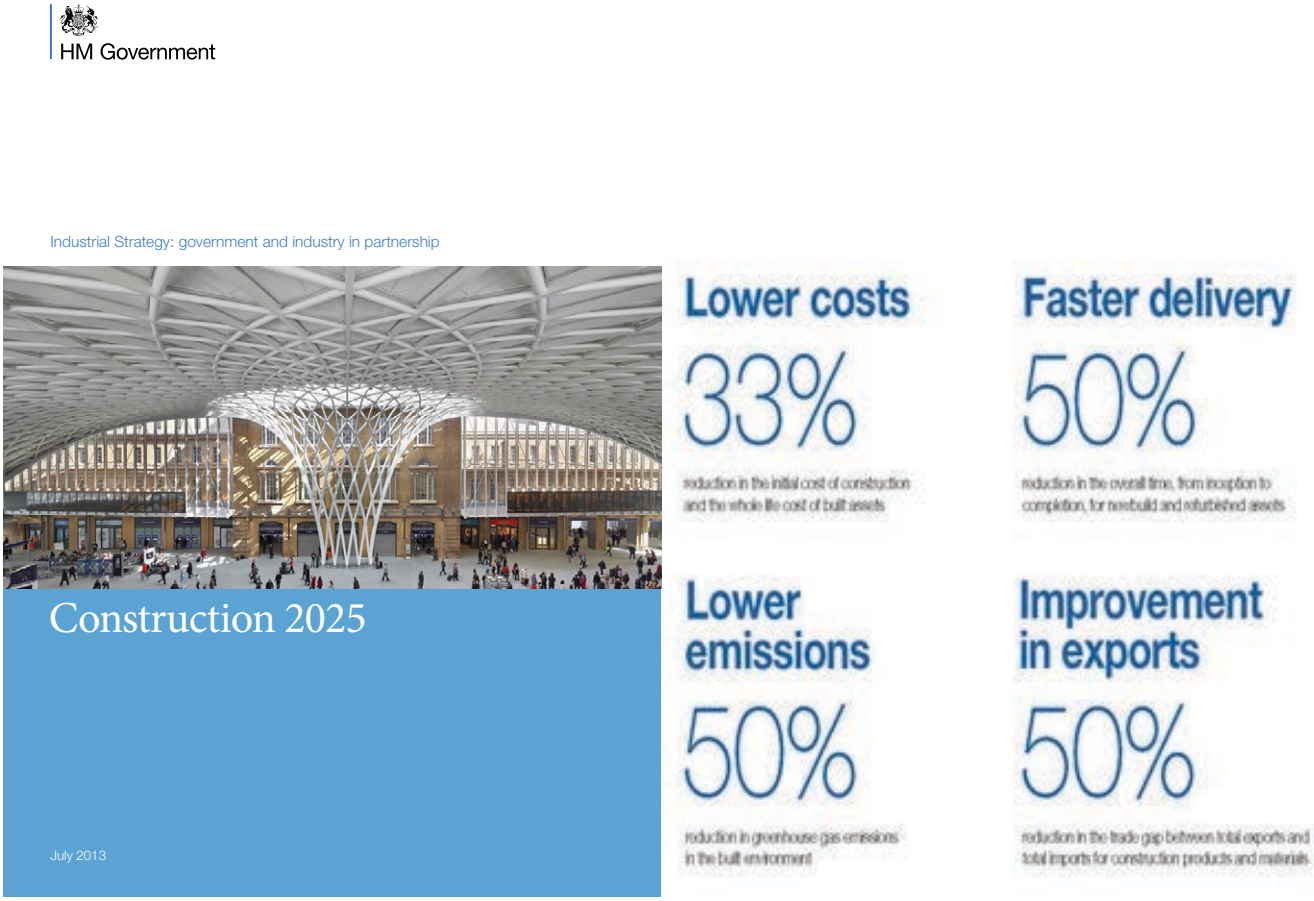
empa is directed by an Executive Board which is made up of senior property offices from Authorities across the East Midlands at County, Unitary, District and Borough levels. Its constitution has the goal of delivering projects in the most efficient manner possible and to promote the outputs of the Government Construction Strategy 2025, see **figure 4**. empa already delivers many of the improvements Central Government is requiring, our results can be seen in the empa Annual Review (See Apprendix 6)

Scape and its framework users support fair and transparent payment practices between all parties who commission and deliver work. They are an essential factor underpinning successful integrated working on construction projects.

Scape measures payment performance between each client and provider and down the supply chain to Tier 3 contractors where necessary, looking to improve continuously the payment process.

Scape does not approve or endorse any of its framework providers delivering projects which involve Early Payment Schemes. Scape does not consider a scheme which requires supply chain members delivering an excellent local service to pay a financing fee to receive payment for that service on time is fair or justifiable.

Figure 4 – The Government Construction Strategy 2025


HM Government
Industrial Strategy: government and industry in partnership
Construction 2025
July 2013
Lower costs
33%
reduction in the initial cost of construction and the whole life cost of built assets
Faster delivery
50%
reduction in the overall time, from inception to completion, for new build and refurbished assets
Lower emissions
50%
reduction in greenhouse gas emissions in the built environment
Improvement in exports
50%
reduction in the trade gap between total exports and total imports for construction products and materials

'Notwithstanding the structure of the industry, the study found plentiful evidence of effective use of frameworks, early contractor engagement on projects and high levels of cooperation amongst supply chain members on projects. The study also found evidence of the impact of the downturn on the supply chain, as well as the pressure that is being placed on well established relationships as a result of increased competition.'

Construction 2025 issued July 2013

Click on the link for further information:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/210099/bis-13-955-construction-2025-industrial-strategy.pdf

All of the contracting organisations have won their framework contract through a fully OJEU compliant tender process which is overseen by specialist procurement legal counsel within Scape. The benefit to any Public Authority who access a framework is they do not need not to go through any further tender exercise, other than the value for money process with the selected contracting partner.

The empa frameworks have been designed to be as flexible as possible within the constraint of the OJEU and Public Procurement Regulations. The empa arrangements are designed by a public sector organisation for and on behalf of the public sector.

In addition, the contract between the client and the contractor can be formalised using Scape's Delivery Agreement. The Delivery Agreement (DA) reflects the NEC form of contract and binds the parties into following the principles of the NEC form – i.e. working together in partnership. This tried and tested method should reduce the client's legal costs and mean they can proceed without having to go through the unnecessary expense of buying an NEC form.

The frameworks are very flexible as to how the design is provided. The design team for a project can be provided by and retained by the client, provided by the client and passed over (novated) to the contractor or procured by the contractor in partnership with the client (Design & Build). The choice of which route to use is the client's.

Client Resources

Whichever route is adopted, Scape would recommend that the client appoints (from within their own organisation, or externally) a Project Manager and/or a Cost Consultant/ Employer's Agent to represent their interests. Scape processes mean the fee requirements for these services should be low as this is mainly a validation exercise.

Irrespective of any of the contractual arrangements it is imperative that the client appoint a CDMC upon commencement of a project. This person is responsible for advising on all Health & Safety matters relating to the design and construction of projects, and without making this appointment the individuals of the Client are responsible for satisfying the relevant legal requirements themselves.

TOP TIP: Failure to adhere to the rules of CDM is considered a personal infraction and is enforced not with fines but with prison sentences.

2.3 Access to the Frameworks

empa continues to develop processes that are simple and efficient to use by their clients. If you are an existing user of empa, then you can just start using the empa framework. For new clients, gaining access to and using the framework to deliver a project is very simple.

There is a framework agreement between Scape and each contractor to deliver projects, and all a client needs to gain access to any empa/scape framework is to complete an Access Agreement.

A key benefit is the speed of which you can contact a contractor to get the early involvement– you can potentially call a contractor in the morning and see them in the afternoon - it really is that simple!

The Access Agreement (See Appendix 1 – Please contact Scape who will issue you with the latest version and instructions for completion) does not cost anything nor commit you, the client, to putting any work through the framework. It is a legal process which allows you to call off against the framework as and when you need the service. It is the contract between you and Scape which sets out how all the parties will work together.

The Framework Agreement is the contract linking the contracting partners to Scape and the client through the Access Agreement. The Framework Agreement was the document the selected contractors used to tender for inclusion onto the framework. It contains all of the pricing schedules and the terms and conditions of the contract. These are available to you for all of the contractors from Scape.

On a project by project basis, once a project moves forward, you and your selected Contractor will enter into a formal contract utilising the Delivery Agreement (DA). The DA is contained within the Framework Agreement to create the necessary legal ties between the two organisations for the works.

The Access Agreement is signed by the Client and Scape to allow 'call-off' against any of the Scape/empa framework arrangements as early as possible. The Project Request is entered into at Gateway 1 which sets out what each party will do during Feasibility.

The Project Order is to be entered in to at Gateway 2 (end of feasibility), or later if you are not engaged until later in the pre-construction process. The Project Order is for your pre-construction time and cost to cover meetings, buildability advice, detail project development etc all as outlined in Schedule 9 of the Framework Agreement. It can cover surveys and investigation works.

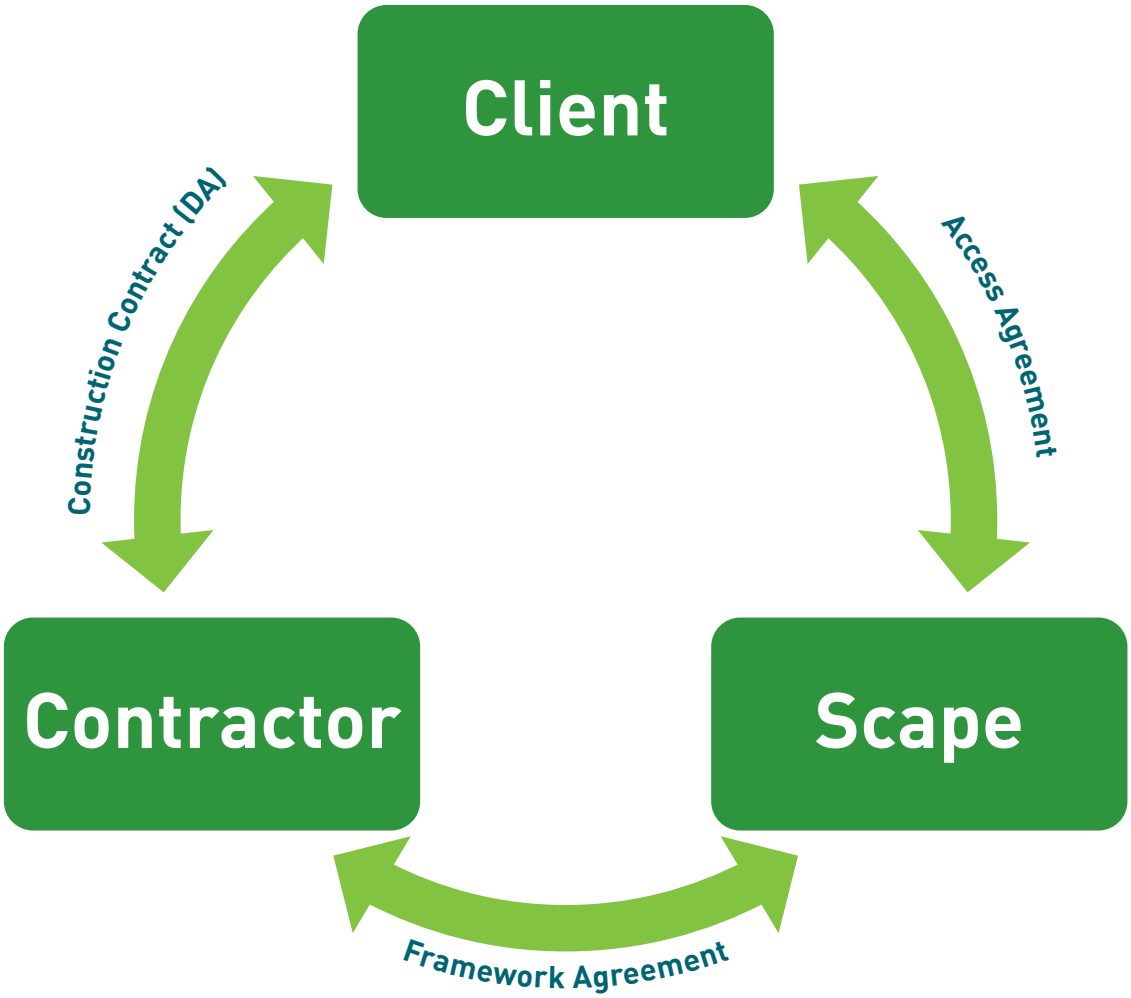
Should any enabling works need to be undertaken on site during the Feasibility or Pre-construction stages of the project (e.g. demolitions/asbestos removal etc) then a Delivery Agreement should be executed which will be on the NEC Short Contract. This is to follow best practice and provides protection for both the Client and Contractor when engaged on building works.

If the Contractor is engaged to undertake Design during the pre-construction stage then a Delivery Agreement should be executed which will be on either the PSC or PSC Short contract (Client choice which form they wish to use). Again to follow best practice and provide protection for both parties. For clarity the PSC is executed with the Contractor who then enters in to sub-contracts with their designers etc and obtains the necessary warranties etc.

This is not the same as previous empa and National Frameworks. It is slightly more involved but it should not take very long to execute these contracts and provide the proper protection to both Parties.
Once the main contract works are commenced then the NEC Option A or C form is used which will include Design or short for minor works lower band.

The DA creates the relationship shown in **figure 5**, so that everyone is covered by the contract.

Figure 5 – Relationships within the Contract



You have a choice of a number of single supplier framework contracts to choose from which will deliver your project (see how to choose document in Appendix 8).
The value and sub-region of the project will determine from which contracts you can select.
Projects or programmes of work with a starting value between £50k and £7.5 million will be delivered using the empa framework agreements. You will have a choice of two, three or more contractors to choose from.

Tips for a Successful Project Delivery

Experience and performance information shows projects which have the following characteristics go well and leave the Client/End User satisfied with the outcome:
The clients own high performance is the cornerstone of delivering a successful project delivery. It is essential that the Client:

- Is fully engaged in the processes to get the best out of the framework and the contractors. This will mean selecting the people for its client side team with care. If the customer's team is not supportive of a collaborative/partnered approach reaching a satisfactory outcome will be difficult.

- Has clear goals that are fully articulated to the client/consultant/contractor delivery team. Clear as to what it wishes to achieve in and through the project. Provides a thorough brief and definition of its values.

- Provides leadership to the project to bring stakeholders together, reconcile opposing views and make timely decisions.

- Minimises post contract changes.

- Has a clear brief, a realistic programme and realistic budget.

The Contractor's performance is the subject of the Framework Agreement which details the services to be provided.

The whole team comprising the end user, client, Scape, the technical advisors, the contractor and their key supplier chain partners must be mindful of their joint responsibility to make the project a success. To this end it is important the team shares common values and has determined from the outset what the features of a successful project will be and how they will be measured. To achieve this will require the whole team to develop trust and common ownership of the project, practice openness and share information with an open attitude on all sides. A workshop to achieve this may be required right from the outset.

Managing risk is important for a successful outcome. An early identification of the risks by the team, ownership and how they are to be managed is essential. The empa Framework Agreement has procedures for preparing a risk register.

At the outset it is important that the team is clear as to each member's roles and responsibility. The earlier this is determined the higher the opportunity for success. The empa Gateway Process will help the team determine who does what and when.

Start Early: You will need to get approval for Access Agreement, the contracts and framework documents from your legal and audit teams. Many legal teams have stringent checks that are required so the issuing of documents (even if in draft) as soon as possible to them so that potential delays are mitigated. They are all available through Scape. Early engagement of the contractors and their supply chain partners provides a massive benefit to clients in agreeing whether their project is 'do-able' within the constraints laid down by the client. Every effort will be made to make a project work – but sometimes they just don't – and it's better to agree that early and re-think than to plough on wasting time and resources.

Be Realistic: use the collaborative approach designed into empa processes at the very earliest stages to challenge and form agreement with all parties what can and cannot be done within the project parameters. At a 'high level' make sure your budgets and aspirations are at the same level.

Scale: All projects are important, but for smaller projects, by joint team agreement, some processes can be dropped. Scape can help to find a quicker way if it is there!

2.4 The Regions

The empa framework is split into lots/Sub Regions (SR) see **figure 6**.

Figure 6 – The East Midlands Property Alliance Regions

Minor Framework

Region 1 – North West	Derbyshire & Staffordshire Moorlands
Region 2 – North Central	Nottinghamshire
Region 3 – North West	Lincolnshire (North) North and Nor1th East Lincolnshire
Region 4 - East	Lincolnshire (South)
Region 5 - Central	Leicestershire
Region 6 – South East	Northamptonshire, Rutland and Peterborough
Region 7 – South West	Warwickshire, Coventry and Solihull

Intermediate Framework

Region 1 – North Area	Derbyshire & Staffordshire Moorlands
	Nottinghamshire
	Lincolnshire (North) North and North East Lincolnshire
	Lincolnshire (South)
Region 2 - South Area	Leicestershire
	Northamptonshire, Rutland and Peterborough
	Warwickshire, Coventry and Solihull

Provincial Framework

All Regions	

Heritage School Artwork – student involvement

2.5 Why use Frameworks?

Why use frameworks and in particular empa frameworks? The overall record of delivering traditionally through spot tenders is very poor (see 2014 Framework Review Appendix 6)

These frameworks are designed for the Public Sector by the Public Sector. empa frameworks processes are as simple as possible to help clients with little or no construction experience to deliver their projects on time and to budget with certainty.

In todays modern construction process, you the client are buying the expertise of experienced contractors to manage a complicated process, provide logistical support and manage risk – as well as build something!

2.6 Benefits of Using the Framework

- Instant access – you can 'lift the contract off the shelf' and use it instantly no need to tender and fully OJEU compliant.
- Short-lead in time.
- Early contractor involvement to ensure buildability of your project. Encourages sharing of information and challenge, working collaboratively together.
- Value for money- every aspect of your project is market tested through competition, most at the nearest point of delivery, providing greater cost certainty.
- empa Process uses the best practice techniques with performance measured at all stages using project specific and strategic key performance targets by Scape.
- Live web-based performance information is available for all clients to view.
- Greater transparency, all costs can be seen at all stages via open book process, delivering value for money and cost certainty through a collaborative approach.
- All process and contract documentation included.
- Local businesses used in the Supply Chain from each community, employing local people.
- Integrated Supply Chain available to all contractors across the frameworks to ensure sufficient level of resources.
- Commitment to a framework specific Training and Skills Academy to provide work experience and apprenticeships to local young people, upskilling of current workforce and employment opportunities to local people.
- Commitment to the Sustainability Agenda in reducing CO2 emissions and waste through greater efficiency and recycling.
- A worry free simple process.
- A managed process.

2.7 Adding Value

empa Acadamy

The academy is funded by the contractors and Scape. Co-ordinated by the Nottingham-based Futures Apprenticeship Agency, the academy works with local employers to create apprenticeship opportunities and with young people to secure those roles.

The academy not only provides apprenticeships but also engages young people from schools and colleges in site visits, offers work experience opportunities and creates local jobs for young people.

Each of the contracting partners have committed, as part of their tender submissions, Training Commitments to the frameworks. They completed an Employment Skill Plan (ESP) detailing what type and volume of training and apprenticeships will be offered. This is linked to the value of work that goes through the framework. More value means more training and apprenticeships. Agree with the contractor at the earliest stage what can be delivered on your project.

SME Developments

All of those involved with empa are committed to improving the local supply chain and in particular Small to Medium Enterprises (SME's). This is done through the regular engagement of the contracting partners with events such as 'Meet the Buyer'. These events are publicised locally to encourage SME's to come and visit contractors on the framework so that they can potentially bid for works on the framework.

Your Partnering Contractors will also host training sessions to a number of their 'cherished' supply chain SME's so that they can up skill and are aware of the latest Health and Safety Issues etc.

Client Training

Clients are offered detailed training via experienced training advisors. These are organised through Scape and an interactive experience lasting a number of days.

3.0 The Project Process

PROCESS MAP

This Section of the guide is designed to go through and explain the full processes behind the Project Process Road Map (Appendix 1). The Road map is a 'high level' overview of the actions and where the responsibilities for those actions are.

The map contains a Key which colours the action statements to identify the responsibility of that role. White represents the actions required for you as the client (these have been specifically minimised to make the process as easy as possible), Blue (and Purple if the scheme has Building Information Modelling (BIM) applicable) are jointly owned tasks which involve predominantly consultant and contractor input and Orange is solely for contractors to action.

Within the stages of the road map there is further information that will aid you in the project process. At the top of each stage box there is a reference to the applicable Royal Institute of British Architects (RIBA) stages, which is a standard stage process used within the construction industry. The RIBA stages were updated in 2013 therefore both formats (the numbering and lettering references) have been shown. Each stage of the road map then has a brief description of the stage thereunder.

Near the bottom of the stage boxes, there are on a number of stages, timescale indications. As different schemes require different period to go through the stages, approximate timescales are included for each of the value bands with the empa framework. Timescales cannot be seen in stages 1 and 3 as these have been incorporated into stages 2 and 4 respectively. These timescales are indicative and are subject to planning and stage sign offs but will give you a good indication to what is possible if everything goes to plan.

At the very bottom of each stage box is the Gateway Decision section. This section highlights the gateways that are completed at the end of each stage and records the action that is required by you or your consultant to move to the next stage. Stages 1,2,4,5 and 6 all have standard form that have been produced by scape for the empa framework and can be completed by your selected contractor for completion.

On the right hand side of all of the stage boxes, there are stage references which correlate to the following detailed description of each of the stages.

The actions within each Stage are a minimum only and all parties will work together in a spirit of mutual trust and co-operation to deliver the project in accordance with your requirements, the Framework Agreement and Delivery Agreement. Some actions are simple key checks and required little effort and others are labour intensive and involve much input.

PROCESS MAP

empa innovation & improvement

Key

- Client Owned Tasks
- Jointly Owned Tasks
- Contractor Owned Tasks
- If BIM Option Selected Joint Task

*All Timescales Subject to Planning

1 Strategic Definition and Project Inception

PRE-CONSTRUCTION | RIBA Stage 0 – A

1.1	Access Agreement in Place
1.2	Select Contractor
1.3	Issue Framework Manual
1.4	Confirm Funds Secured
1.5	Confirm Strategic Brief
1.6	Appoint CDM Co-ordinator
1.7	Project Checklist
1.8	Appoint PM and QS
1.9	Scheme BIM or not?
1.10	Consultant Selection
1.11	Project Execution Plan
1.12	Initial Planning Enquiry
1.13	Options Appraisal

GATEWAY DECISION 1
ACTION: Issue Project Request

STAGE 1

2 Feasibility

PRE-CONSTRUCTION | RIBA Stage 1 – B

2.1	Select Design Option/Select Design Contract
2.2	Surveys
2.3	BIM Strategy
2.4	Soft Landing Strategy
2.5	Outline Programme
2.6	Feasibility Report
2.7	Engage Workshops
2.8	Agree Pre-construction Scope
2.9	Agree Pre-construction Cost
2.10	Initial Cost Plan

TIMESCALES* Stages 1-2
up to £500K » 2-4 weeks
£500K-£2M » 3-5 weeks
£2M-£7.5M » 4-6 weeks

GATEWAY DECISION 2
ACTION:
Project Order
Commit to Invest

STAGE 2

3 Pre-construction, Concept and Develop Design

PRE-CONSTRUCTION | RIBA Stage 2/3 – C/D

3.1	Formalise Appointments
3.2	Hold Launch Meeting
3.3	Start Soft Landings
3.4	Design Team Meetings
3.5	BIM Execution Plan
3.6	VM and Risk Workshop
3.7	Agree Procurement Strategy & Select Supply Chain
3.8	Evaluate Specific Contract Terms
3.9	Agree Change Control Strategy
3.10	Design Freeze
3.11	Update Cost Plan
3.12	Develop Health & Safety Plan
3.13	Issue Short Form Contract for Enabling Works/Long Lead Items

GATEWAY DECISION 3
ACTION: Commit to Planning

STAGE 3

4 Pre-construction, Detailed Technical Design

PRE-CONSTRUCTION | RIBA Stage 4/5 – E/H

4.1	Prepare Contractors Proposals
4.2	Detailed Design Completed
4.3	Prepare Target Costs
4.4	Ongoing VE and VM Reviews
4.5	Continue Liaison with Planning
4.6	Obtain Planning Consent
4.7	Building Regulations Submission
4.8	Agree Contract Risk Register
4.9	Finalise Programme
4.10	Prepare Project Specific Information
4.11	Formalise Contract Data
4.12	Submit Cost/Evaluation of Cost
4.13	Agree All Documents and Costs
4.14	KPI Review
4.15	Raise Order
4.16	Sign Delivery Agreement

TIMESCALES* Stages 3-4
up to £500K » 4-16 weeks
£500K-£2M » 14-22 weeks
£2M-£7.5M » 20-30 weeks

GATEWAY DECISION 4
ACTION:
Enter into Contract
Commit to Construct

STAGE 4

5 Mobilisation, Construction and Handover

CONSTRUCTION | RIBA Stage 5/6 – J/K

5.1	Finalise H&S Plan/Site Waste Management Plan
5.2	Mobilisation
5.3	Soft Landings/Handover Plan
5.4	Construction Design Information
5.5	Ongoing Review of Risk/H&S/Programme/Quality/Cost
5.6	BIM/Change Control Meeting
5.7	Testing and Commissioning/O & M Manuals
5.8	Handover/Building Use Training
5.9	Issue PC/Take Over Certificate

TIMESCALES* Stages 6
up to £500K » 14-24 weeks
£500K-£2M » 20-36 weeks
£2M-£7.5M » 36-56 weeks

GATEWAY DECISION 5
ACTION:
Issue Completion
Issue Take Over Certificate

STAGE 5

6 Close-out Project and Soft Landings

POST CONSTRUCTION | RIBA Stage 6/7 – L

6.1	Post Project KPI Review/Feedback
6.2	Post Project Review
6.3	Issue Project Performance Report
6.4	Agree Final Contract Sum
6.5	Lessons Learnt
6.6	Project Close

TIMESCALES* Stages 6
up to £500K » 52 weeks
£500K-£2M » 52 weeks
£2M-£7.5M » 52 weeks

GATEWAY DECISION 6
ACTION:
Issue Final Certificate

STAGE 6

7 In Use Evaluation

POST CONSTRUCTION | RIBA Stage 7

7.1	Soft Landings Continue/Aftercare

TIMESCALES* Stages 7
up to £500K » up to 3 years
£500K-£2M » up to 3 years
£2M-£7.5M » up to 3 years

GATEWAY DECISION 7
ACTION:
Soft Landings

STAGE 7

SEE CLIENT USER GUIDE FOR DETAIL

RIBA Plan of Work Compliant

Scape Group

Scape is a Local Authority controlled company and managing agent for empa

3.1 Stage 1 – Strategic Definition and Project Inception

This period involves the preparation of the Strategic Brief by you confirming key requirements and constraints. Procedures and organisational procedure will be identified and you will need to appoint your team to be engaged for the project.

What we need from you during this stage:

In order to get the most out of the process, the strategic brief should contain as much information about your requirements as possible. This will include for example if you wanted to construct a school, why you need the project, how much space is required, how many children need to be catered for, whether the space will be used by the community as well as the establishment etc.

PRELIMINARY CONSIDERATIONS (STAGE 1)

The purpose of the stage is for you to review options for procurement and gather information for the project brief.

Before you enter a Project into the Feasibility Stage it is advised that you consider the following:

Client Actions

- Gathering information to develop the project brief
- Prepare an initial statement of the Client's values
- The nature of the project and the scope of the works
- Alternative options for procurement and the appointment of the design team
- Programme for completing the works
- Budgets, funding arrangements and needs for finance
- Arrangements for facilities management
- The importance of ICT
- The performance outcomes desired
- The Client's arrangements for managing the project
- Issue a Project Request

Scape's Actions

- Assist the Client to understand the options available
- Scape presents the terms and conditions of utilising the Framework

Contractor's Actions

- Assist the Client to understand the options available
- Discuss budget a high level

The Stages

3.1.1 Access Agreement in Place

The Access Agreement is a simple, legally binding contract document that you (or any Public Body/Local Authority) will have to sign in order to utilise the benefits of the empa framework and be able to procure schemes through the framework. A client will need to sign an Access Agreement to use the empa/Scape frameworks to deliver their project. This will need to be a hard copy document signed by you (or the client representative with delegated responsibility) and then completed by Scape (with a copy returned to the client for their records). This only needs to be completed once and covers all future use of Scape Frameworks. There is no cost attached to this process, and the client is not committed to using any Scape service by signing the Agreement. Contact Scape for more information.

3.1.2 Select Contractor

Using the information contained in this document, you will be able to identify using the information in sections 1.1 and 1.2 to select the short list of available contractors open to you.

3.1.3 Issue Framework Manual

Scape ensure that you, the client, are in receipt of this document so that you can understand the process from inception to beyond completion.

3.1.4 Confirm Funds Secure

In order to proceed, you must confirm that there are funds or intent to receive funds for the specific scheme.

3.1.5 Confirm Strategic Brief

The strategic brief is part of an ongoing process to define your requirements:

- Statement of need: a first attempt to describe the possible requirements of the project, which may be used as the basis of appointment for independent client advisers.

- Strategic brief: describes your requirements in sufficient detail to allow the appointment of consultants. It is then developed further with the benefit of comments made by the consultants during the appointment process to allow feasibility studies to be carried out.

- Project brief: the key document upon which the design will be based.

The strategic brief may begin as a development of the information in the statement of need and preliminary business case. It is your first attempt to write a brief for the project and should describe requirements and significant constraints in as much detail as possible. It should focus on what the project needs to achieve rather than prescribing potential solutions.

In the first instance, the strategic brief is the document that will be used to define the scope of services that will be required from consultants (or independent client advisers in the public sector). The strategic brief should then be developed with the benefit of input from those consultants (or independent client advisers) to provide sufficient information for feasibility studies to be undertaken and options assessed. It is important however that the strategic brief remains your document and effectively 'owned' by you, the client, setting out your requirements and bought into throughout your organisation. Its development may require specialist advice (such as space planning advice), but is not the designer's view of what they think the client wants. The designer's view of what the client wants is the design, not the strategic brief.

3.1.6 Appoint CDM Coordinator

The 2007 Construction Design and Management Regulations (commonly known as the CDM Regulations) require the appointment of a CDM Coordinator. The Regulations are intended to make it easier for those involved in construction projects to comply with their Health and Safety duties.
The CDM Regulations are aimed at improving the overall management and co-ordination of health, safety and welfare throughout all stages of a construction project to reduce the large number of serious and fatal accidents and cases of ill health which happen every year in the construction industry. The Health and Safety Executive (HSE) says that the new regulations emphasise planning and management to secure a safe project, rather than just paperwork.

A CDM Co-ordinator has to be appointed by you if a project lasts more than 30 days or involves more than 500 person days of work. The CDM Co-ordinator is required to advise and assist you on how to fulfil your duties, especially on whether other duty-holders' arrangements are adequate. At the most, only the initial design work for the job should have been completed before the position is filled.

3.1.7 Project Checklist

At this stage, a checklist should be created to identify which works need to be progressed. You should ask yourself "What do we know about the site/project, and what do we not know?" This checklist will allow you and the team to review what information has already been obtained and which surveys/investigations need to be done. The list should also allocate responsibility to team members for getting the information. It still remains important to recognise that there remains unknown risks with projects (often until the project is on site) and that monies should be set aside from the budget to deal with them (these may be added to the Risk Register within the contract documents – See section 2.3).

TOP TIP – Contracting Parties will have their standard checklist to use

3.1.8 Appoint PM and QS

As part of your strategic brief you will create a document in order to obtain fee proposals to appoint a Project Manager (PM – Who will manage the project on your behalf) and a Quantity Surveyor (QS – who will manage the finances of your project). Scape offer a Professional Services Framework that has also been through the OJEU procurement requirements. Please speak to your Scape representative for more information.

3.1.9 Scheme BIM or not?

Building Information Modeling (BIM) is a process involving the generation and management of digital representations of physical and functional characteristics of places. Building Information Models (BIMs) are files (often but not always in proprietary formats and containing proprietary data) which can be exchanged or networked to support decision-making about a place. Current BIM software is used by individuals, businesses and government agencies who plan, design, construct, operate and maintain diverse physical infrastructures, from water, wastewater, electricity, gas, refuse and communication utilities to roads, bridges and ports, from houses, apartments, schools and shops to offices, factories, warehouses and prisons, etc

In May 2011 UK Government Chief Construction Adviser Paul Morrell called for BIM adoption on UK government construction projects of £5million and over. In June 2011 the UK government published its BIM strategy, announcing its intention to require collaborative 3D BIM (with all project and asset information, documentation and data being electronic) on its projects by 2016.

Building information models span the whole concept-to-occupation time-span. To ensure efficient management of information processes throughout this span, a BIM manager might be appointed. The BIM manager is retained by a design and build team on your behalf from the pre-design phase onwards to develop and to track the object-oriented BIM against predicted and measured performance objectives, supporting multi-disciplinary building information models that drive analysis, schedules, take-off and logistics.

3.1.10 Consultant Selection

If you are proceeding with the project as a contractor Design and Build scheme (where the contractor takes responsibility for the design) then at this stage the consultants such as Architectural, Structural Engineering and Mechanical and Electrical Services Engineers. Scape offer a Professional Services Framework that has also been through the OJEU procurement requirements. Please speak to your Scape representative for more information.

3.1.11 Project Execution Plan

The project execution plan is a document that establishes the means to execute, monitor, and control projects. The plan serves as the main communication vehicle to ensure that everyone is aware and knowledgeable of project objectives and how they will be accomplished. Project objectives are derived from the projects needs, and an integrated project team assists in the development of the plan. The plan is a living document and should be updated to describe current and future processes and procedures, such as integrating safety into the design process.

As part of the process your procurement strategy should be highlighted to the team and what are your drivers for the project. By using the framework you will be able to obtain lots of critical data about local spend, how local is the labour force on site, performance statistics and ensure that fair payment rules are applied. A 'value for money' tool has been created to aid the assessment of the drivers so that it is clear what the team is trying to achieve. This can then be reviewed at the end of the project to see if the drivers have been achieved.

3.1.12 Initial Planning Enquiry

As part of the project you may need to obtain planning for the scheme. Your consultants will be able to advise you in this regard. If planning is required then 'early doors' planning advice is always favourable. Planners offer (subject to a fee) 'Pre-application' advice about the project and offer 'high level' agreement (although this is no guarantee that the scheme will obtain planning following a full submission) to the project.

3.1.13 Options Appraisal

Option appraisal is a technique for setting objectives, creating and reviewing options and analysing their relative costs and benefits. Option appraisal should help develop a value for money solution that meets the objectives of the project.

An effective option appraisal should help answer the following questions:

- have you taken into account all relevant factors in deciding what the project should be?
- should you go ahead with the project?
- which is the best way to carry out the project?
- Action : Issue Project Request

This form initiates a project and will lead to the commencement of the project at Feasibility Stage.

Minor Works Contract Signing - Scape offices, Nottingham

3.2 Stage 2 - Feasibility

The principles of this stage are to start defining the scheme in more detail with the ultimate aim of producing a 'Feasibility Cost Estimate' for the scheme based upon things like previous scheme benchmark data i.e. is the project 'doable.' Very little cost will have been committed by either party at this stage.

The Feasibility Cost is a quick review of what a typical scheme of the type being discussed could cost. There will be a host of unknowns surrounding the project at this stage that broad figures will be allocated to. It is not the Target Cost.
It is likely that the design team will be procured at this stage in order to produce an outline design.

It is important any information the authority has with regard to the site is divulged. There is nothing to be gained from withholding information as it will just lead to a false Feasibility Cost figure being reported. It is important to remember under partnership contracts all risks are treated as project risks to be owned and managed by all parties for the benefit of the project with monies saved from good management being reinvested back into the project. Wherever possible the Contractor will allocate sums of money against risk matters to be managed out, and the risk schedule produced should define what the risks are.
Each contractor will have their own risk matrices, however, Appendix 7 contains a sample for discussion purposes.

During this Gateway the Contractor will also produce a timetable that will define the anticipated timeframe for moving through each Gateway. This will need to be agreed with the Authority so that both parties move forward together in the same way.
In addition, the parties should agree what the Value For Money measures will be on the scheme. A schedule of possible measures has been created and is under review – the framework manager will have the latest iteration for review. For projects of values up to £5m three agreed measures are to be taken from the list. Projects over £5m will record against three or more of all the Value for Money targets.

Finally the Contractor will produce his Pre-Construction fee to move through the next two Gateways where the design is developed and costed leading up to the submission of the Target Cost.

To pass through the Gateway, the feasibility report must recommend there is a need for the project, and it is 'doable' to time allocated, to the budget available and to the quality desired.
You will need to have determined the outline brief before meeting the contractor. The contractor will establish whether the project is deliverable at a high level to the time, cost and quality parameters you set.

The contractor bears his own costs during this period, aside from any costs associated with providing external services such as design and/or the carrying of survey and investigation works. Such costs are agreed between you and the contractor in advance of them being progressed and can be ordered once the Project Request has been signed.

At the end of this stage you can decide whether to proceed into the pre-construction stage or not.

3.2.1 Select Design Option

As part of the feasibility stage, your consultants may offer you a number of different designs for your project. These may have various different implications to the project. Each of the options are likely to have differing costs and possibly duration of construction – your team should advise you of these costs and time implication to allow you to make the most informed decision as to which design option suits you, your budget and time constraints.

3.2.2 Surveys

As part of the works, numerous surveys will be required to obtain the information for the design team to finalise their designs and for the contractor to correctly price the works. Surveys may quite often show there are no issues but the cost of knowing this at this early stage is significantly less than finding an issue later in the project.

A list of typical surveys would include:

- Asbestos
- Topographical
- Soil investigation
- Service Utility capacity

3.2.3 BIM Strategy

If the scheme has been identified as a project to utilise the design software 'BIM' - To enable the delivery of this information the client side and the delivery side must be aligned both in terms of expectation and capability. This is addressed through the application of a "Push – Pull" strategy. There are two strands to the strategy:

- "Push" Element

The first strand is a "Push" element which looks at the supply chain and methods by which we could make it easier for them to make use of approaches such as BIM more easily. There are many vendors in the market all with their offerings purporting to be the best BIM solution; there are many in the supply chain who are at differing points in the maturity curve, and all think that their flavour of BIM is the answer to all.

There is also a wealth of guidance, training, materials and common processes available to offer consistent advice to the processes, data definitions or deliverables specifications.
The proposal is package products, standards, guides and training to support clear simple delivery.

- "Pull" Element

The second strand to the strategy looks at the client "Pull" and how the client should be very specific and consistent about what it specifies. This includes the need to specify a set of information (data) to be provided by the supply chain to the client at specific times through the delivery and operational life of the asset. This would rely on the careful definition of what data deliverables would be needed and when, linking into the standards and specification process above. This data delivery would have the dual benefit of ensuring:

- Complete information sets are delivered on time, enabling commercial checks and handover information delivery.

- Consistent digital handover information is delivered, enabling access to the design, costs, carbon and performance of the asset.

3.2.4 Soft Landing Strategy

The term 'soft landings' refers to a strategy adopted to ensure the transition from construction to occupation is 'bump-free' and operational performance of the building is optimised.
There is a broad consensus in the industry that buildings in operation do not perform as well as they could. There is often a significant gap between predicted and achieved performance that results in part from short-comings in briefing, design and construction and in part from poor operation. This problem is exacerbated by the almost complete separation of construction and operation.
This transition needs to be considered throughout the development of a project, not just at the point of handover. Ideally the client should commit to adopting a soft landings strategy in the very early stages so that an appropriate budget can be allocated and appointment agreements and briefing documents can include relevant requirements. This should include agreement to provide the information required for commissioning, training, facilities management and so on, and increasingly will include requirements for Building Information Modelling (BIM).

To ensure that a soft landings strategy is implemented properly from the outset, it may be appropriate to appoint a soft landings champion to oversee the strategy. Facilities managers should also be involved from the early stages.

3.2.5 Outline Programme

In conjunction with the contractor, the design team will create an overall project programme. This will show what works are to be done preconstruction and highlight the construction period. The contractor will produce an initial programme on the basis of the information that is available at that time. The project programme will be used to 'track' the project as it progresses through the stages and will allow you to see when the overall scheme is going to be achieved and the works involved in achieving it.

3.2.6 Feasibility Report

Your team will compile a report on the project highlighting the information that has been gathered and discussing the design options, budget costs and anticipated durations. It will allow you to make key decisions on how the project will progress.

3.2.7 Engage Workshops

As part of process, your team will meet with you to interrogate the final design option as part of a Value Management Workshop to see if that any additional value can be obtained from the project. This will allow all the team members to integrate and offer their ideas to the table in order to improve the design, reduce the cost or reduce time/make safer through 'easier to build' methods.
Similar to the Value Management Workshop, Risk Workshops bring the Team together to highlight, minimise and monitor the risks (and the associated potential costs) on your project. A Risk Register will be created (see Appendix 7 for an example) which will be a 'live' document that will extend throughout the project and will be reviewed on a regular bases by all parties. As risks are mitigated they are closed off from the register and the costs associated from the risks are finalised.

3.2.8 Agree Pre-construction Scope

You (or your consultants) will need to agree on what will be required from the contractor during the pre-construction stage. A guide to the requirements can be found on the standard empa forms (see Appendix 3, 4 and 5)

3.2.9 Agree Pre-construction Cost

As part of the Framework Process, the contractor will be entitled to Pre-construction costs for the works involved with the early stages of your project and the standard schedules available in the framework agreement. The principal Pre-construction cost was included as part of the Tendering process that all of the contractors on the framework completed.

3.2.10 Initial Cost Plan

The intention of the empa framework is that these tendered costs form the basis of the agreement of these elements of the Target Cost for the scheme.

Each and every project will need to be treated on its own merit, as timings will be dependent on each projects' unique requirements. That said the logic of costs attributed to the notional project is to be, wherever possible, adhered to with adjustment only to bring the costs in line with the actual project in question. In general costs of staff should be consistent which is how this element was able to be tendered, whereas all other project specific costs have to be costed appropriately.

Specific rules on the six elements follow.

(a) Contractor's Fee

The Contractor's Fee is applied to the Defined Cost of the work and is dependent on the value band the project falls into. Within the overall Intermediate Framework value band of £2 million to £7.5 million there is a break at £5 million. As such there may be a different percentage Fee for projects either side of the £5 million break. The Fee percentage is determined at the point of Target Cost agreement and execution of the Project Agreement. Should the Defined Cost change after execution of the Project Agreement and move either up or down in to the other value band the Fee percentage is not adjusted, i.e. it remains as set when the Project Agreement is executed. Whilst the percentage remains fixed the value will change as the Defined Cost changes.

(b) Contractor's Preliminaries

Preliminaries is the traditional term used for what the NEC Contract refers to in the Schedule of Cost Components and covers People, Equipment, Plant & Materials, Charges, Manufacture & Fabrication, Design and Insurance.

Clarification of the items which are to be included in the Preliminaries or whether they are included in the Contractor's Fee is included in Part B of Schedule 10 to the Framework agreement. The default position is that the Contractor's Costs not covered by the Defined Cost are deemed part of the Fee. Amendments to the standard NEC wording on Cost Components is included in Schedule 3 to the Framework Agreement.

During the Framework tender process each Contractor priced an element of their Preliminaries competitively and these formed part of the price evaluation. Only a part of their Preliminaries were tendered as a portion of the preliminaries are site dependent whereas others are value dependent. As such People costs and some Equipment costs have been tendered and are now fixed.

(c) People Costs

The Contractors have priced each of the typical projects with their required site based people in terms of time and cost and these costs are to be used in determining the People costs for any given project. The timescales relative to the indicative time periods are also used to determine any adjustment to the time. No other staff will be allowed unless specifically requested by the Client.

This applies to the construction period people costs and pre-construction people costs.
These costs are reviewed annually by Scape relative to the Consumer Price Index during the previous financial year and any increase, or decrease, applied to projects thereafter except that they are not applied to projects which already have a Project Order or Delivery Agreement in place.

There is an element of adjustment at this stage of the process as actual projects are unlikely to match exactly with the typical projects in terms of target cost, pre-construction or construction period. It is up to the parties to agree upon how adjustments will be made. It is expected that the Contractor should be able to evidence adjustments due to project specific requirements, however, if these cannot be determined, and the parties agree, it can be done on a pro-rata basis.

(d) Equipment Costs

Similarly to the People costs the Contractors have priced their accommodation requirements as part of the Framework tender and these are again fixed relative to the typical projects stated. As such they will only be adjusted annually if prices change in the Consumer Price Index or for differing time periods to those stated.
No other accommodation required by the Contractor will be allowed unless specific site constraints force the contractor to adopt an exceptional arrangement. If the Client requires accommodation for their own use this is to be treated as an additional requirement and costs are reimbursable.
Again there is an element of negotiation as actual projects are unlikely to match exactly with the typical projects in terms of target cost, pre-construction or construction period.

(e) Other Preliminaries

Other preliminaries are to be agreed on a project by project basis. Examples of other preliminaries which may be required on a site specific basis are:

- Infrastructure costs in connection with providing temporary power, lighting and any costs associated with demonstrating and testing of the building design
- Temporary fencing and hoardings
- Access roads and storage areas; hard-standings
- Specialist insurances such as relevant to party wall agreements, adjoining properties, oversailing requirements
- Performance/surety bond
- Cleaning/final clean
- Skips and rubbish removal

This list is not exhaustive and other site specific items may be required, but will be charged at cost. Please refer to the Framework agreement for the complete list.

(f) Scape fee

The contractor does not get any uplift on the Scape fee for overhead and profit.

(g) Process

The construction costs will be compiled using historical rates for elements (Groundwork's, brickworks etc.) of the building works in order to complete the Cost Plan.

- Actions :

1. Agree feasibility Report and Cost Plan are suitable to proceed.
2. Discuss early works requirements
3. Issue Project Order

The Project Order is used when you wish to develop the designs further with the ultimate aim of submitting for and securing a valid planning permission. The roles and responsibilities that each party are required to perform are included in Schedule 9 of the Framework Agreement. The client or his agent(s) are responsible for providing:

Project leadership,
A fully developed project brief,
a Health & Safety Plan to the contractor,
a cost auditor to vet and agree all costs presented,
a project manager to manage client internal issues.

There is a much higher level of commitment required from all parties to enter into this stage and it should not be entered into unless all parties are ready to do so. It is imperative that prior to proceeding into Pre-Construction the client brief is clear and all parties understand the level of resources they will need to proceed and can commit accordingly.

3.3 Stage 3 - Pre-construction, Concept and Develop Design

Costs will start to accumulate at this stage for the contractor's pre-construction costs, the design team and for things like legal fees, hence the necessity for the report at the end of Gateway Two to confirm that the project is 'doable.'

This Gateway usually commences with a series of workshops – a partnering/launch workshop, a sustainability/ environmental workshop and a risk review workshop. The purposes of these workshops is to bring the team together to review the project from top-to-toe in a more informal setting. It helps bond the team and make people appreciate that the project's issues are to be solved by the whole team.

The Agenda's for these meetings are scheme specific. In addition, each contractor has their own ways of doing these workshops and so no standard documents are included.

The design team will be procured and start detail design during this stage.

Prior to design starting in earnest the team should also review what design standards the scheme is to be reviewed against. There are two standards that empa suggest could be used for schemes – Design Quality Indicators (DQI's) or AEDAT (Achieving Excellence - Design Assessment Toolkit) – further information is available for both of these tools from the internet.

The idea of these tools is to review how the building functions so that lessons can be learned about what works and what does not. Working together both the Authority and contractor will agree which criteria the building will be judged against but things like internal environment, wayfinding, materials, user feedback, construction and access for example will be reviewed.

Regular design team meetings will now begin to become the focus of the scheme as the design developments and key decisions are taken as to what design form the building will take.

As the design evolves the Authority and contractor will agree which sub-contractors will be approached to provide tenders for the individual elements of the scheme. One clear goal of empa is to ensure that projects are delivered locally for the community the building serves. The contractor will record how close to the site the sub-contractors are based and what training policies they have in place and the impact that this has on local labour.

You will need to decide at this point what form of Contract you wish to use from the NEC3 suite. The options available are the Short Form (used for smaller valued projects – and is a Lump Sum contract), Option A (used for higher value schemes – and is a lump sum contract) and Option C (used for higher value schemes – and is an 'open book' Target Cost contract). All schemes using any of the contract forms are procured to point of Contract are 'Open Book'. Each of the contracts have differences in Risk allocation and how they are administered so please speak to Scape or your Contracting Partner for further details.

3.3.1 Formalise Appointments

At this stage you will need to issue formal appointments (orders) to your selected consultants or in the case of a Design and Build Scheme then this will be completed by the contractor.

3.3.2 Hold Launch Meeting

A meeting will be held with all of the team including clients and end users to introduce themselves and to discuss the project as a group and how the scheme will move forward.

3.3.3 Start Soft Landing

If the project requires soft landings then this is the stage that it would commence.

3.3.4 Design Team Meetings

Throughout the design period of the project, the team will meet to discuss the progress of the designs on a regular basis. These will highlight any issues that need to be discussed and will allow you to see if the design is in line with your expectations and to flag up any end user issues.

3.3.5 BIM Execution Plan

A BIM Execution Plan will be draw up by the design team in order for them to establish the process required to complete the design using BIM.

3.3.6 Value Management and Risk Workshops

As part of the process, your team will meet with you to interrogate the final design option as part of a Value Management Workshop to see if that any additional value can be obtained from the project. This will allow all the team members to integrate and offer their ideas to the table in order to improve the design, reduce the cost or reduce time/make safer through 'easier to build' methods.

Similar to the Value Management Workshop, Risk Workshops bring the Team together to highlight, minimise and monitor the risks (and the associated potential costs) on your project. A Risk Register will be created (see Appendix 7 for an example) which will be a 'live' document that will extend throughout the project and will be reviewed on a regular basis by all parties. As risks are mitigated they are closed off from the register and the costs associated from the risks are finalised.

3.3.7 Agree Procurement Strategy & Select Supply Chain

Any potential supply chain will be highlighted at this stage and involved with the project at this stage. This will allow the design team to utilise the supply chains specialist knowledge within the project.

3.3.8 Evaluate Specific Contract Terms

In order to complete the process and to allow the contractor to correctly understand the project you must agree the contract terms and conditions. There are already amendments to the standard construction contract conditions (which can be found in the access agreement) but if there are additional changes that you require please discuss with Scape and your contractor.

3.3.9 Agreed Change Control Strategy

A meeting will be held to highlight the changes of the design and the process involved with making those changes. These meetings will continue through the project as a cost control measure.

3.3.10 Design Freeze

The main principal of the design (the look and layout of the building) will be 'frozen' and only detailed design will continue beyond this point.

3.3.11 Update Cost Plan

The Cost Plan will be updated to take account of any design changes or additional information obtained from the completion of Surveys etc.

3.3.12 Develop Health and Safety Plan

As part of the current regulations, you will have to provide (or through the appointment of a CDMC - Construction, Design and Management Consultants) a plan that will look at the risks of a project and highlight them to you and the rest of the team. This is a key document and will be used throughout the lifetime of the project.

3.3.13 Issue Short Form Contract for Enabling Works/Long Lead Items

In certain circumstances, you will need to complete some enabling works or due to the nature of the construction industry, need to order long lead items for the construction of the building (such as Steel or specialist equipment etc.) prior to formally agreeing the main contract. This can be done by issuing a Short Form Contract (see Appendix 5) to the contractor to enable them to order or mobilise to ensure that the Main project remains on programme.

Action : Commit to Planning

3.4 Stage 4 - Pre-construction, Detailed Technical Design

This is where the design enters the final design stage. The general layout of the facility must be defined by this point and the work that progresses now is concerned with the details that allow the building to be constructed.

The contractor will continue to develop costs in conjunction with the Clients' cost adviser as this more detailed level of information is looking to produce better prices from the market. Ultimately the costs received in tender, along with the contractor's preliminaries, overhead & profit, preconstruction fee, Scape fee and contingencies will form the basis of the Target Cost.
The Contractor will keep the Authority involved with the Target Cost as it comes together, and will report against the Cost Plan following work package returns.

An example of the type of document that the contractor will use to advise of progress of the tender process is attached which shows what the budget is, where tenders have come against this (some are shown over budget to show how this is managed), when tenders are expected and the percentage of the total Target Cost is established. If both parties agree the report of Target Cost evolution can take an alternative form. Health & Safety documents for construction will be produced at the later stages of the Gateway by the CDMC and contractor.

Finally, the Contract data will need to be reviewed and agreed in advance of entering into Contract. To pass through this Gateway, all aspects of the design in terms of time/cost/quality and management must be agreed through a sign-off report by client and contractor.

Upon agreement that the project is to proceed to construction, a contract will need to be completed. This Gateway concludes with the signing of the Delivery Agreement which in effect brings the client into the NEC contract agreed between Scape and the contractor.

The process starts with the client issuing Part One of the Contract Data for the scheme. This defines when the site will be handed over, when the project is required to be delivered, insurances, and damages for late completion.

There will be costs attached to these requirements if they are not included in the base offer from the contractor, hence why the contract data has to be issued in advance of the final submission of the Target Cost.
Once the contractor has received the Contract Data (in good time) he will review any cost implications and advise of such. In parallel, the contractor will submit his Target Costs and Contractor's Proposals (the specification for the scheme) for acceptance. These are evaluated by the client and then agreed.

The Contractor will respond with Part Two of the Contract Data thus completing the project specific contract information.

The contract can now be signed.
Note: It is a directive of the empa framework that under no circumstances will works commence on site until the contract has been formalised.

3.4.1 Prepare Contractors Proposals

Contractor's proposals are prepared by Contractors for design and build projects (or on a traditional contract where the contractor is to design discrete parts of the works) as a response to employer's requirements. The employer's requirements provide a description of the client's requirements, including the specification for the building, the scope of services required from the contractor and an allocation of risk for unknown items. The contractor's proposals set out their proposals for designing and constructing the building, along with their price.

The level of detail in the employer's requirements and the extent of design required from the contractor is very variable. Employer's Requirements can range from a very simple specification to a fully developed performance specification and concept design.

There will also be details of what has been included and what has not. These documents, employers requirements and contractors proposals are all referred to generically as "Works information" under the NEC, or Scope under the short of PSC forms

3.4.2 Detailed Design Completed

The finer details of the building design are completed in order to price the works correctly.

3.4.3 Prepare Target Costs

The contractor will collate all of the prices together with all of the quotes (3 for each trade) and using the Preliminaries (Cost of people and equipment used by the contractor) and Fee as set out in the framework agreement produce the 'Target Cost' for the project.

3.4.4 Ongoing VE and VM Reviews

Throughout the process of creating the Target Costs the team will continue to monitor the potential cost savings and possible added value that can be added to the project.

3.4.5 Continue Liaison with Planning

The design team will continue to liaise with the planners to ensure that nothing untoward has crept into the design to ensure planning compatibility.

3.4.6 Obtain Planning

Planning submission is submitted and obtained for the project.

3.4.7 Building Regulation Submission

Building Regulations submission is submitted and obtained for the project. This will ensure that the building as designed will comply with the latest Government regulations of the construction of buildings.

3.4.8 Agree Contract Risk Register

As part of the pricing process and the early engagement workshops, a Risk Register will be produced and throughout the process to date, items of risk will be added (or removed if the risk is mitigated) and at the stage of pricing the contractor will advise on suggested values to set against these risks. You (or via a Quantity Surveyor) will agree the final figures and risks that will appear in the Contract Risk Register.

3.4.9 Finalise Programme

The final duration and detail of the construction programme will be completed and agreed with all parties.

3.4.10 Prepare Project Specific Information

If there is any additional information that needs to be added to the documents already mentioned then they need to be finalised at this stage.

3.4.11 Formalise Contract Data

The NEC Contract has, as part of is process, a couple of sections that relate to Contract Data (example to be found in Appendix 5) Contract Data Part 1 is submitted completed by the client representatives and it will show contract details, pricing information and key information that is needed by the contractor to price the works. The contractor will then complete Contract Data Part 2 which will include information such as price, programme and key member of the team etc.

3.4.12 Submit Target Cost/Evaluation of Target Cost

The client will need to agree the form of NEC contract to be used with the contractor on their project.
The client and contractor will need to evaluate against the project brief whether Option A (Fixed Price) or Option C (Target Cost) is used. The client will need to engage with the main contractor to agree whether an early works (enabling works) or pre-orders for long delivery items are required for the project to hit the target programme. These can be accommodated during the Project Request and/or Project Order process using a Delivery Agreement. Different on-costs are used if the contractor is required to visit and leave site prior to the main works.

The contractor will provide a benefits schedule for each project to help determine which will be most beneficial for the specific project.

Option A

Fixed price contract agreed at the start by the client and contractor. Does not include any allowances (unless otherwise agreed) for subsequent client variations. Risk may be evaluated and priced to help either party.

Option C

Target Cost is a method of incentivising performance by the delivery team. Both parties suffer if performance is poor – however, both parties can receive incentive payments if the objectives are bettered. How this is calculated and managed is set out in the Framework Agreement.

The Target cost will be made up of the contractors overhead & profit, Scape fee, agreed pre-construction cost, site costs and sub-contract packages. The Target Cost will be the total of all the activities in the Activity Schedule which will be made up of the Defined Cost plus the Fee agreed at the Framework Tender stage and will be a genuine and realistic estimate of cost at the time prepared and agreed by both parties. All costs are open for inspection/audit by the client at any time.

The contractual arrangements for empa are based upon a shared pain:gain mechanism.

Because the contract allows for costs to exceed the Target Cost the Authority and Contractor MUST agree whether the %age on top of the Target Cost is to be funded from within the budget or not and how this will be managed. The parties can agree a schedule of items to be introduced into the project should it be considered that the budget is to be spent and the %age contingent element is not under risk any more. The arrangements under the contract require open and honest communication plus working together for the benefit of the project and this contractual mechanism is an example of this.

Provided both parties understand how the contract is to be administered there should not be any issue with the pain:gain mechanism.

The Target Cost will be developed by the contractor with the client cost advisor together. Costs will be constantly audited and checked against the budget. If any changes to the design to reduce costs are necessary, this can be done in parallel with the cost development process. This will mean that by the agreement date all elements have already been accepted and there is no need to stop and further value engineer.

The Contractor's share percentages and the share ranges are set out in the Framework Agreement:
The Contractor prepares forecasts of Defined Cost for the works at intervals no longer than 5 weeks ie generally monthly.

The Activity Schedule may be built up using any combination of tendered rates, subcontractor estimates, approximate quantities, elemental units, m2 costs, bills of quantities, cost per pupil etc as both parties see fit. However, wherever possible the Activity Schedule shall be compiled from tendered rates.

The Authority and contractor will agree which sub-contractors will be approached to submit tenders for work. empa is committed to keeping spend local and the contractors will be expected to expand their current supply chains to include as many local suppliers as possible.

All sub-contract tender returns will be provided to the Authority for audit and review should they wish, but it is anticipated that the contractor will administer the tenders and the validation review of them, reporting findings in an Open Book manner and making recommendations to the Authority.

The Contractor will submit the Target Cost for each individual project, under the agreement, within 28 days of being requested to do so and the Target Cost MUST be agreed before any start on site. The Contractor shall only be asked to submit a Target Cost when there is sufficient information to allow him to do so.

The Target Cost shall only be adjusted as a result of a Compensation Event. The Activity Schedule for individual projects will be arrived at through negotiation between the Contractor and Client and will consist of agreed sums based on the substantially completed design proposals.

The Contractor shall work with the Client to manage all costs within the Target Cost. In the circumstances that an acceptable Target Cost cannot be agreed between the Client and the Contractor, the Project may be reallocated to another contractor.

The Contractors selected for the frameworks all competitively tendered the costs associated with the Overhead & Profit figure they required (the fee), the cost recovery to deliver Pre-Construction services (pre-construction fee), along with their staff and preliminaries required to deliver a notional project that had value and time periods defined.

3.4.13 Agree all Documents and Costs

As discussions develop regarding the Target Cost, an agreement must be made to clearly set out what documents have been priced and what the final Target Cost is.

3.4.14 KPI Review

The Key Performance Indicators will be reviewed and the necessary data completed.

3.4.15 Raise Order

An order can be raised by you to either instruct further design works or to allow the contractor to engage with long delivery items to ensure that those items can be obtained in sufficient time to achieve the programme dates (see Appendix 4).

3.4.16 Signed Delivery Agreement

Previously referred to under the first empa framework as Memorandum of Agreement, the Delivery Agreement is the legal agreement between the client and the contractor for each project.
It is a standard document that utilises the processes of the NEC Contract form and is deliberately simple to use and manage. Using this document obviates the expense of expensive documentation as it brings the client into the agreement that already exists between the contractor and Scape.
Specific project and legal matters – site possession, handover dates, insurances, damages and the like are incorporated using contract data documents - with one document being provided by the client setting out their requirements and another that represents the contractor's response to these requirements.
Refer to the empa Gateway process for more information as to how this should be progressed

Action: Enter into Contract/Commit to Construct

3.5 Stage 5 - Mobilisation, Construction and Handover

There will need to be very close liaison at this stage to ensure that all of the Authority's requirements are captured and that both parties definitely agree on what is provided, to what quality and what timescale.
In the main, this part of the process is the sole responsibility of the contractor, however, the client will need to be involved with the review of the Target Cost process.

The NEC contract is quite unlike the JCT style contracts that the Authority may be familiar with. It expects that both parties work hand-in-hand to maximise the budget – hence the pain:gain mechanism.
Scape would recommended attendance at one of the empa training events that are being run to bring staff up to speed with the requirements and the way in which the contract is to be run if they have no experience of an NEC contract.

Half way through construction a KPI review will be held to establish how the Authority feels the construction process is being run and how involved they feel.

Depending on the construction required community projects will be run at this time in order to raise the profile of the project and create community buy-in. What form this project will take will be agreed between the Authority and the contractor.

At the end of the construction process the facility will be handed over to the Authority.

Prior to handover there will be a period of training of the Authority's staff to explain how the system – heating and lighting, alarms and the like work. The Authority must ensure that the right people are available at the right time as this is a critical time for the longevity of the project.

3.5.1 Finalise Health and Safety Plan

The previously prepared Health and Safety plan is further developed, finalised and signed-off.

3.5.2 Mobilisation

This the period of time the contractor needs to organise the commencement of the works. This is often a period of 4 weeks but may vary depending on the project, and is always agreed with the client to fit with the start date.

3.5.3 Soft Landings/Handover Plan

The Soft Landings principal provides a simple mechanism by which project teams can remain involved after handover in order to identify emerging problems, resolve causes of energy wastage and help occupants gain full control over the building's environmental systems. A Plan will be drawn up to facilitate the process.

Handover is the crucial stage of Soft Landings, as it offers the opportunity to fine-tune and debug the building's systems and explain to facilities managers and occupants how to get the best out of their new environment. It can be especially valuable in buildings where, for example, low-energy passive or mixed-mode ventilation systems are used as these can involve greater occupant interaction and fine-tuning than a fully air-conditioned environment. In practice it means having members of the original team on site for a period – typically up to two days a week for the first two months – as the occupants move in.

However, along with the initial period of aftercare, the Soft Landings scheme allows for a programme of post-occupancy evaluation that can run for up to three years. The project team can use this to benchmark and improve the building's performance and sustainability over the long term.

3.5.4 Construction Design Information

The design of the building will progress through the project and specific construction details will be produced in order for the contractor to physically build the project.

3.5.5 Ongoing review of Risk/H&S/Programme/Quality

There will be ongoing review of all risk, Health and Safety, Programme and Quality throughout the construction period of the project. This will be carried out in either the monthly site progress meetings or in separate workshops if required.

3.5.6 BIM/Change Control Meeting

As with the preconstruction stage, Change Control and BIM meetings will take place between the construction team to monitor the changes and costs.

3.5.7 Testing and Commissioning/O&M Manuals

At the end of the project programme there will be period of time allocated for the testing and commissioning of the building. The resulting certificates of the commissioning will be included in a set of documents called Operations and Maintenance (O&M) Manuals. These will be issued at the end of the project and will contain all of the information in relation to the building such as 'as built' drawings and how to maintain any fixtures etc.

3.5.8 Handover/Building Use Training

At the end of the project, a formal meeting will be held to 'Handover' the building to you/end user by the construction team. The building will be inspected along with the appropriate legal documentation such as an electrical test certificate to ensure that the building is ready for occupation. As part of the handover, demonstrations of all of the controls, plant, security etc. will be given so that you will be able to use the building effectively.

3.5.9 Issue PC (Practical Completion)/Take Over Certificate

As part of the NEC process there are some forms that required completion to confirm that either the entire works have been completed or that a section of the works have been completed. These documents confirm the dates when the building is returned to your possession.

Pinfold Lane social housing - Robert Woodhead Ltd

The EMPA Framework was chosen because it allowed the council to commence works as quickly as required to attract HCA funding. We were delighted with the professional working relationship we had with Robert Woodhead Ltd throughout. They kept us informed at every stage, had practical knowledge of CfSH requirements, received praise from the local community and completed the project a whole month ahead of programme. We feel we got value for money and couldn't have asked for more.

Russell Shortland

Design & Maintenance Manager, North Kesteven District Council (Pinfold Lane social housing) - Robert Woodhead Ltd

3.6 Stage 6 – Soft Landings and Close Out Project

Unlike traditional tendering, the Gateway process does not finish at the handing over of the facility to the Authority.

Because the framework is a relationship, it is essential that the operation of the facility is undertaken for the benefit of all the Authorities in the framework and to provide data to evidence that the framework is a success.

The Target Cost will be concluded and an agreement reached as to what the final cost of the project is.

3.6.1 Post Project KPI Review/Feedback

When the project is complete, you will be asked to complete a Key Performance Indicator (KPI) form which will ask for your feedback regarding your experience with the whole process. This is an extremely important document to complete as it allows all the parties know how they performed – good and bad – so that future enhancements can be made.

3.6.2 Post Project Review

A post-project review session, is an essential step in evaluating and learning from your project. The short-term benefit of a post project review is that it defines for the client and the project team exactly what has been achieved by the investment of money, time and sanity into the project.

A post project review is essential to define what you have (and have not) achieved, to develop project management best practices and to enable a sense of closure.

The post project review should be conducted as soon after the project as possible, and should be followed up by a written summary of the feedback. This allows all participants to share understanding of the project. This quite often incorporates a lessons learnt workshop.

3.6.3 Issue Project Performance Report

A project specific report will be produced for your project. It will contain all of the KPI data that was completed. Data such as local spend and Health and Safety will be included. See section 4.0 for more information.

3.6.4 Agree Final Contract Sum

At the end of the scheme, the Project Manager (or appointed Quantity Surveyor) will agree with the contractor the final cost of the project. This is to be done within a maximum of 3 months of the handover of the project or generally sooner.

3.6.5 Lessons Learnt

A Workshop will take place, with all of the parties involved, to discuss all of the issues that occurred on the project. It is a forum to discuss the good and the bad issues so that the team can learn from what was done and how it may have been done better. It is not just for design issues but for any operational issues also, so end user and client involvement is required.

3.6.6 Project Close

The project having completed all of the preceding stages is now closed and moves onto the 'Aftercare' stage.

John T Rice Infant and Nursery School - Robert Woodhead Ltd

"Robert Woodhead informed me of the EMPA process and how it could be beneficial for me. I found the EMPA process to be an easy and convenient one as it took away a lot of the work that either myself or my Site Manager would have had to undertake. I am a Headteacher, not a project manager, using the EMPA process was a great relief as well as being cheaper and quicker.
I worked with Norman Hudson from Woodhead's and he managed the entire project from planning and surveying to construction. I would highly recommend the EMPA process and look forward to working in partnership with Woodhead's in the future."

Zoe Anderson BA(QTS) NPQH, Head Teacher
John T Rice Infant and Nursery School (classroom extension) - Robert Woodhead Ltd

3.7 Stage 7 - In Use Evaluation

3.7.1 Soft Landings/Continue Aftercare

Initial aftercare - This period is intended to help occupiers understand their building and facilities staff to operate the systems. The aftercare team's workplace must be in a visible area and occupiers must be told of the purpose of their being there. They also need to undertake walkabouts to observe occupation and head off emerging problems.

Extended aftercare (Soft Landings) - This involves periodic inspections over three years by the aftercare team to help users and operators to get the best out of the building. This may include fine-tuning systems to optimise energy efficiency and to take account of occupant feedback. In years two and three these become less frequent and include an occupant satisfaction survey which is used to make comparisons with other projects.

Netherfield Primary School, Nottingham - GF Tomlinsons

The Forest Fields Community Centre was delivered by G F Tomlinson to the most highest of standards. Although the lead in time for this project was very short the Construction Team quickly got to grips with the scope, budget and programme... The end result is a transformation, something that I did not think possible on such a limited budget and tight programme. I would not think twice in using G F Tomlinson on any other projects. It is clear that they are able to interpret both the clients needs and that they are approachable and responsive when dealing with change.

Helen Wallace
Nottingham City Council - G F Tomlinson

4.0 Performance Measurement

Scape and the contractor partners are fully committed to a culture of continuous improvement on the empa frameworks and therefore have developed a series of Key Performance Indicators (KPI's) to measure the Contractor Partners ongoing performance to demonstrate a successful delivery of best practice and continuous improvement.

Your project information will be live, regularly updated and available for you to view once issued with a log-in by Scape. If you have any specific KPI needs, please speak to Scape at the earliest engagement stage so this can be developed if at all possible before the project starts.

Scape will independently audit all performance information at regular intervals.

4.1 Performance Indicators

The Performance Indicators to be measured are as follows:-

1. Time Predictability (Pre-Construction)
2. Time Predictability (Construction)
3. Cost Predictability (Pre-Construction)
4. Cost Predictability (Construction)
5. Defects
6. Health and Safety
7. Client Satisfaction (Service)
8. Client Satisfaction (Product)
9. Client Satisfaction (Value for Money)
10. Whole Life Performance (Product)
11. Client Satisfaction (Settlement of Final Account)
12. Fair Payment
13. Waste Diverted from Landfill
14. Considerate Constructor
15. Local Labour
16. Local Spend
17. SME Engagement
18. SME Spend
19. Supply Chain Satisfaction
20. Energy Use (Process)
21. Health & Safety AIR
22. Respect for People
23. Achievement of Commitments made in respect of:-
    - Social, economic and environmental
    - Collaborative and partnership working
    - Continuous Improvement
    - Improving Framework efficiency
24. Provision of Performance Indicators (PI) information

By benchmarking and setting improvement targets against these performance indicators, we will ensure we provide value for money and added value to Clients through continuous improvement on the aspects that are most important to them.

5.0 Example Forms

The framework is administered through the use of one simple process map and 5 simple forms:

1. Access Agreement – when signed this document gives the Public Body access to Scape frameworks.*

2. Framework Agreement – an agreement between each contractor and Scape.*

3. Project Request – this document initiates the Feasibility process of where a client and a contractor review whether a project is 'do-able'. - Editable word document attached.

4. Project Order – the document that initiates the pre-construction process between client and contractor, prior to works commencing on site. - Editable word document attached.

5. Delivery Agreement – the construction contract between client and contractor based upon NEC Form of Contract (Short Form/NEC Option A or C/Design/ PSC for design or Short for enabling) - Editable word document attached.

6. 2014 Framework Review - Click here to view.

7. Sample Risk Register - Editable excel document attached.

8. How to Choose - Click here to view.

9. empa Process Map - Click here to view.

10. Past performance certificate - Editable word document attached.

* items 1 and 2 are available from your Scape representative.

Wates Community Day - Djanogly School, Nottingham

6.0 Partnering Contractors Portfolio

Would I use Ashe again and / or recommend Ashe as a Contractor? Definitely!

I would like to record the compliments and appreciation of the Parenting Project Manager (operators of the Centre) for Scott Hellaby's (site manager) helpful attitude and attention to detail.

Michael Bayley, Project Manager - Thomas Jolyffe School, Stratford-upon-Avon (Warwickshire County Council) - Ashe Construciton Ltd

Alistair McCallum
T:01509 678963
alistair.mccallum@wates.co.uk

Richard Frape
T:0121 3291500
richard.frape@morgansindall.co.uk

Rob Sharman
T:01332 342202
r.sharman@gftomlinson.co.uk

Alistair Weir
T:01536 454400
alistair@jeakinsweir.co.uk

Sheridan Mcknight
T:01455 886123
sheridanmcknight@asheconstruction.co.uk

Craig Pygall
T:01623 873617
cpygall@robert-woodhead.co.uk

James Eley-Gaunt
T:0116 269 1700
james.eley-gaunt@interserveps.com

Ross Crowcroft
T:0115 8413121
ross.crowcroft@cleggroup.co.uk

Shaun Porter
T:01522 852328
shaun_porter@lindumgroup.co.uk

Scape Group

Scape Group, 7th Floor
City Gate East
Tollhouse Hill
Nottingham
NG1 5FS